

PART I – THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

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F.1. CLAUSES INCORPORATED BY REFERENCE – SECTION F

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the address contained in Section I clause FAR 52.252-2 Clauses Incorporated by Reference, of this Contract.

Clause Number	FAR Reference	Title	Fill-In Information; See FAR 52.104(d)
F.1.4	52.242-15	Stop-Work Order (Aug 1989) - Alternate I (Apr 1984)	
FAR = Federal Acquisition Regulation			

F.2. PERIOD OF PERFORMANCE

- (a) The base contract period shall be five years from the effective date of this Contract. The Contract may be extended in accordance with Section F.3 entitled “Award Term Incentive”.
- (b) The Contract transition period is 90 days from the NTP. The Contractor will assume full operational control of the Laboratory after completion of the transition period.
- (c) The Contract’s maximum period of performance, including the transition period and award term(s), if earned, shall not exceed 10 years.

F.3. AWARD TERM INCENTIVE

(a) Definitions

For purposes of this Section F.3:

- (1) “Award Term Determination Official (ATDO)” means the Department of Energy official designated to determine whether the Contractor has met the contractual requirements in order to earn any award term extension during an evaluation period. The ATDO and the Fee Determination Official (FDO) may be the same person.
- (2) All ratings of Contractor performance are defined in Section J, Attachment B entitled “Performance Evaluation and Measurement Plan”.

(b) Eligibility for Award Term Extensions

In order for the Contractor to earn a contract term extension pursuant to the award term incentive:

- (1) It is DOE's expectation that the FY21 SRNL PEMP will be updated and incorporated into Section J of the Contract after award to evaluate performance from the end of transition through September 30, 2021. During this time, no award term extension can be earned.
- (2) It is DOE's expectation that future PEMP's will be prepared based on the DOE Guidance for Fiscal Year PEMP's, and incorporated into the Contract.
- (3) With respect to the first full fiscal year evaluation period (October 1, 2021 through September 30, 2022), the Contractor must have been assessed by the FDO to have achieved a score of at least 3.1 for both Science and Technology and Management and Operations, and meet the Contract performance goals, objectives, standards, or criteria and other Contract requirements applicable to earning additional award term, as may be defined in the Performance Evaluation and Measurement Plan (or equivalent document), as determined by the ATDO.
- (4) With respect to all other evaluation periods, the Contractor must have been assessed by the FDO to have achieved an overall score of at least a 3.5 for Science and Technology and an overall score of at least a 3.1 for Management and Operations for each performance evaluation period, and meet the Contract performance goals, objectives, standards, or criteria and other Contract requirements applicable to earning additional award term, as may be defined in the Performance Evaluation and Measurement Plan (or equivalent document), as determined by the ATDO. Provided, however, that the Contractor must also obtain a minimum score of at least 3.1 for each individual Science and Technology Goal and 2.8 for each individual Management and Operations Goal.

(c) Award Term Evaluation and Determination

- (1) The amount of award term that may be earned by the Contractor for each award term extension is 12 months. The Government may extend the Contract term up to a total of five years beyond the base period through implementation of this provision. The total Contract term, including the transition period and award term(s), shall not exceed 10 years.
- (2) Evaluation of award term extensions will be conducted annually.
- (3) The ATDO will unilaterally determine if the Contractor: (i) meets eligibility requirements to earn an award term extension; and (ii) has earned additional Contract term. This determination will be made annually. After the ATDO determines that the Contractor has earned additional award term and after receipt of any necessary approvals, the Contracting Officer will unilaterally modify the Contract to extend the term of the Contract.

- (4) If the Contractor fails to earn the award term three (3) times, the Contractor becomes ineligible to earn any additional award term extension(s) under the Contract.

(d) **Conditions**

- (1) This section does not confer any other rights to the Contractor other than the right to earn additional contract term as specified herein. Any additional contract term awarded to the Contractor under this section is subject to all of the other terms and conditions of this Contract. Should the terms of this section conflict with the terms of any other section or clause under this Contract, then this section shall be subordinate.
- (2) The Contractor's earning of an award term extension and the Contractor's right to perform an earned award term extension are subject to:
 - (i) The Government's continuing need for the Contract's work;
 - (ii) The availability of funds; and
 - (iii) Bilateral contract modifications that incorporate changes to, or new, DOE policy or contract clauses.
- (3) The Government may make unilateral changes to the Performance Evaluation and Measurement Plan (or equivalent document) prior to the start of an award term evaluation period.
- (4) The Contractor is not entitled to any cancellation charges, termination costs, equitable adjustments, or any other compensation due to the Contractor failing to earn or forfeiting award term.
- (5) A significant failure of Contractor's management controls as defined in the Section I Clause DEAR 970.5203-1 – Management Controls or a first degree performance failure as defined in the Section I Clause DEAR 970.5215-3 – Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts may result in the forfeiture of up to three (3) years of earned award term. This potential forfeiture is in addition to other remedies provided for in the Contract and is unilaterally determined by the ATDO.

If the ATDO determines that the Contractor has forfeited earned award term as allowed in item (5) above, the Contracting Officer will unilaterally modify the contract term.

F.4. DOE-F-2002 PLACE OF PERFORMANCE – SERVICES (OCT 2014)

The services specified by this Contract shall be performed at the following location(s):
Savannah River National Laboratory, Savannah River Site (near Aiken, South Carolina)